

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK

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TRUSTEES OF PLUMBERS AND STEAMFITTERS  
LOCAL UNION NO. 22 JOINT APPRENTICESHIP  
TRAINING TRUST FUND

Plaintiffs,

vs.

**COMPLAINT**

MICHAEL S. ROSSMAN  
917 Mohawk Street  
Lewiston, NY 14092

Civ. No.: 19-414

Defendant.

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Plaintiffs, Trustees of the Plumbers and Steamfitters Local Union No. 22 Joint Apprenticeship Training Trust Fund (the "Trustees"), by their attorneys, Creighton, Johnsen & Giroux, for their Complaint state as follows:

1. This action is brought by the Plaintiffs on behalf of the Fund pursuant to the Employee Retirement Income Security Act of 1974, as amended by the Multi-Employer Pension Plan Amendment Act of 1980 ("ERISA"), 29 U.S. C. §§1001-1461, to collect from the Defendant scholarship loan monies owed by the Defendant to the Fund.

2. This Court has jurisdiction over this action pursuant to ERISA §4301(c), 29 U.S.C. §1451(c).

3. Venue of this action lies in the Western District of New York pursuant to ERISA §4301(d) 29 U.S.C. §1451(d).

4. The Fund is a joint union-employer training apprenticeship trust fund organized pursuant to section 302(c)(5) of the Taft-Hartley Act, 29 U.S.C. §186(c)(5).

5. The Fund has its principal offices in the Western District of New York and is administered in the Western District of New York.

6. The Committee that administers the Fund is composed of an equal number of union and employer Trustees.

7. The Trustees of the Fund are fiduciaries within the meaning of sections 3(21) of ERISA (29 U.S.C. §§1002(21) and 1132), and bring this action in their fiduciary capacity.

8. Upon information and belief, Defendant MICHAEL S. ROSSMAN resides in the State of New York, County of Niagara, Town of Lewiston.

9. Pursuant to collective bargaining agreements, signatory employers make contributions to the Fund to provide for the training of apprentices with the expectation that they will become journeymen plumbers and steamfitters and work for the signatory employers.

10. The Trustees adopted a scholarship loan plan whereby each apprentice signs a scholarship loan agreement and a promissory note (the "Agreement"). Copies of the Agreement and Promissory notes signed by the Defendant are attached hereto as **Exhibit A**.

11. The Scholarship Loan Plan was adopted by the Trustees because the Fund spends a significant sum of money for the training of the apprentices in the specialized skills necessary for employment in the plumbing industry. Furthermore, those sums of money result in a substantial direct benefit to the apprentice.

12. According to the terms of the Agreement, the apprentice agrees to repay the Scholarship Loan to the Fund either in cash payments or in-kind credits received by working in the plumbers and steamfitters industry under the terms of collective bargaining agreements that provide for payment of contributions by employers to the Fund or to other Joint Apprenticeship and Training Funds sponsored by or affiliated with a local union of plumbers and steamfitters.

13. The Agreement was put in place in response to a situation whereby journeymen would complete the program, thereby receiving substantial training in the plumbing and steamfitting industry at the expense of the Fund, and would then go seek employment with employers who do not contribute to the Fund.

14. The Agreement was also put into place in response to situations whereby substantial sums of money would be spent on the training for an apprentice, and then the apprentice would leave the training program prior to completing the program.

15. Prior to entering the training program sponsored by the Fund, each apprentice is provided a copy of the Agreement and signs an acknowledgement that he/she understands the terms of the Agreement.

16. For each year of the five-year Apprenticeship Program, the Defendant executed a Scholarship Agreement and a Promissory Note agreeing to pay back the amount of scholarship received and during this time he received a total of \$16,000.00. See Exhibit A.

17. Defendant left the Apprenticeship program in 2018.

18. After receiving loan forgiveness pursuant to the terms of the Scholarship Agreements and Promissory Notes, the Defendant is in debt to the Fund in the amount of \$7,700.00. See Exhibit B

19. Several attempts were made to contact Defendant about the amounts due to the Fund and Defendant has refused to pay.

20. The Agreement provides that:

“if the Apprentice breaches this Agreement, all amounts due and owing on the Scholarship Loan, reduced by any credit received by the Apprentice pursuant to Paragraph 7 hereof, or by any cash payments made, will become immediately due and payable, together with interest at the prime interest rate then prevailing at the M&T Bank in Buffalo, New York, from the date of this Agreement, and all costs of collection hereof, including reasonable attorneys’ fees and all court costs...”

**WHEREFORE**, the Plaintiffs request the following relief:

1. Judgment against Defendant for payment in connection with his Scholarship Loan in the amount of \$7,700.00;
2. Judgment against Defendant for accrued prejudgment interest in accordance with the Agreements executed by the Defendant;
3. Judgment against Defendant Plaintiff’s attorneys fees and costs in this matter as provided for in the Agreements executed by the Defendant; and
4. For such other and further relief as the Court deems just and proper.

Dated: Buffalo, New York  
March 28, 2019

CREIGHTON, JOHNSEN & GIROUX  
Attorneys for Plaintiffs

s/ Jonathan Johnsen  
Jonathan Johnsen

1103 Delaware Avenue  
Buffalo, NY 14209  
(716) 854-0007  
[jjohnsen@cpjglaborlaw.com](mailto:jjohnsen@cpjglaborlaw.com)